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7 UNITED STATES DISTRICT COURT FOR THE
8 NORTHERN DISTRICT OF CALIFORNIA
9

10 DEREK HANSEN, as an individual, on behalf
11 of himself, the general public and those similarly
situated,

12 Plaintiff,

14 v.

15 TICKETMASTER ENTERTAINMENT, INC.
16 and LIVE NATION ENTERTAINMENT CO.,

17 Defendants.
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CASE NO.

**CLASS ACTION COMPLAINT FOR
VIOLATION OF THE CALIFORNIA
CONSUMERS LEGAL REMEDIES
ACT; FALSE ADVERTISING; FRAUD,
DECEIT, AND/OR MISREPRESENTATION;
UNFAIR BUSINESS PRACTICES;
UNJUST ENRICHMENT;
BREACH OF CONTRACT; and
CONVERSION**

JURY TRIAL DEMANDED

INTRODUCTION

1
2 1. Plaintiff Derek Hansen, by and through his counsel, brings this class action against
3 Defendants Ticketmaster Entertainment, Inc. and Live Nation Entertainment Co. to seek redress
4 for Defendants’ deceptive practices relating to their sale of live events tickets and refusal to
5 provide refunds for live events that have been rescheduled or postponed.

6 2. Prior to the coronavirus outbreak and at the time that Plaintiff and Class Members
7 purchased event tickets from Ticketmaster Entertainment, Inc., a division of Live Nation
8 Entertainment Co., Ticketmaster assured customers that Ticketmaster would refund ticket
9 purchase prices “if your event is postponed, rescheduled or canceled.” After the coronavirus
10 outbreak forced the cancelation or postponement of most large events and public gatherings,
11 Ticketmaster retroactively revised its policies applicable to the prior ticket sales to allow for
12 refunds only for canceled events, not postponed or rescheduled ones, including when postponed
13 events are “indefinitely” postponed. Yet, Live Nation’s president recently predicted that live
14 events will not occur again until fall 2021 at the earliest.

15 3. Plaintiff brings this action on behalf of himself and a class of similarly situated
16 individuals who have not been provided refunds for the ticket purchase price, including fees and
17 costs, for postponed or rescheduled events, since in response to apparent liabilities they would
18 incur stemming from the coronavirus outbreak, Defendants sought to retroactively change their
19 policies for refunds for ticket sales. Defendants have quietly sought to force their buyers to
20 endure the financial losses that Defendants would suffer in the entirely foreseeable scenario that
21 world occurrences would cause the simultaneous cancellation of numerous public events.

22 4. Plaintiff seeks an order against Defendants awarding damages, injunctive relief
23 and restitution and requiring Defendants to, among other things: (1) reverse the unlawful changes
24 they have sought to make to their refund policy as it relates to tickets purchased prior to March
25 30, 2020; (2) prohibit Defendants from refusing to offer refunds to any Class member who
26 purchased a ticket to an event that has been postponed or rescheduled; and (3) pay damages and
27 restitution to Plaintiff and Class members.
28

PARTIES

1
2 5. Derek Hansen (“Plaintiff”) is, and at all times alleged in this Class Action
3 Complaint was, an individual and a resident San Francisco, California.

4 6. Defendant Ticketmaster Entertainment, Inc. (“Ticketmaster”) is a Delaware
5 corporation headquartered in Beverly Hills, California. Defendant maintains its principal place of
6 business at 9348 Civic Center Drive, Beverly Hills, California 90210. Ticketmaster is a division
7 of Live Nation Entertainment Co. Ticketmaster, directly and through its agents, has substantial
8 contacts with and receives substantial benefits and income from and through the United States
9 and/or State of California.

10 7. Defendant Live Nation Entertainment Co. (“Live Nation”) is Delaware corporation
11 headquartered in Beverly Hills, California. Defendant maintains its principal place of business at
12 9348 Civic Center Drive, Beverly Hills, California 90210. Live Nation, directly and through its
13 agents, has substantial contacts with and receives substantial benefits and income from and
14 through the United States and/or State of California.

15 8. Ticketmaster and Live Nation are referred to collectively herein as “Defendants.”

JURISDICTION AND VENUE

16
17 9. This Court has subject matter jurisdiction over this action pursuant to the Class
18 Action Fairness Act, 28 U.S.C. Section 1332(d)(2)(A) because: (i) there are 100 or more class
19 members, and (ii) there is an aggregate amount in controversy exceeding \$5,000,000, exclusive of
20 interest and costs.

21 10. This Court has supplemental jurisdiction over any state law claims pursuant to 28
22 U.S.C. Section 1367.

23 11. The injuries, damages and/or harm upon which this action is based, occurred or
24 arose out of activities engaged in by Defendants within, affecting, and emanating from, the State
25 of California. Defendants regularly conducts and/or solicits business in, engages in other
26 persistent courses of conduct in, and/or derives substantial revenue from services provided to
27 persons in the State of California. Defendants have engaged, and continue to engage, in
28 substantial and continuous business practices in the State of California. Defendants’ wrongful acts

1 and omissions occurred in California and were carried out and directed from Defendants’
2 California headquarters by California personnel over California technological infrastructure.

3 12. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) because a
4 substantial part of the events or omissions giving rise to the claims occurred in the state of
5 California, including within this District.

6 13. In accordance with California Civil Code Section 1780(d), Plaintiff concurrently
7 files herewith a declaration establishing that he purchased concert tickets from Ticketmaster in
8 San Francisco and/or Foster City, California. (Plaintiff’s declaration is attached hereto as Exhibit
9 A.)

10 14. Plaintiff accordingly alleges that jurisdiction and venue are proper in this Court.

11 **SUBSTANTIVE ALLEGATIONS**

12 15. Ticketmaster is an online seller of event tickets. Ticketmaster acts as the agent to
13 those who provide events, such as promoters, venues, teams, and artist representatives.
14 Ticketmaster processes more than \$30 billion in ticket sales to live events each year.

15 16. Live Nation is the nation’s largest concert promoter and Ticketmaster processes
16 sales to Live Nation events. In addition to the ticket fee, Ticketmaster charges consumers service
17 fees, processing fees and other fees, such as delivery fees, to purchase and use event tickets.

18 **Ticketmaster’s User Agreement**

19 17. Ticketmaster’s website contains a Terms of Use. Various iterations of the Terms of
20 Use have purported to bind users to them through assent when creating an account and/or
21 purchasing tickets with language substantially similar to the following: “By continuing past this
22 page and clicking ‘Place Order,’ you agree to our Terms of Use.”

23 18. Each version of Ticketmaster’s Terms of Use (including the version of the Terms
24 of Use that applies to the claims in this case) have explicitly incorporated the Purchase Policy into
25 their terms using language substantially similar to the following: “Our Privacy Policy, Purchase
26 Policy, and any other policies, rules or guidelines that may be applicable to particular offers or
27 features on the Site are also incorporated into these Terms.” The Terms of Use also provide the
28 following: “Please review our Purchase Policy, which (in addition to these Terms) will govern

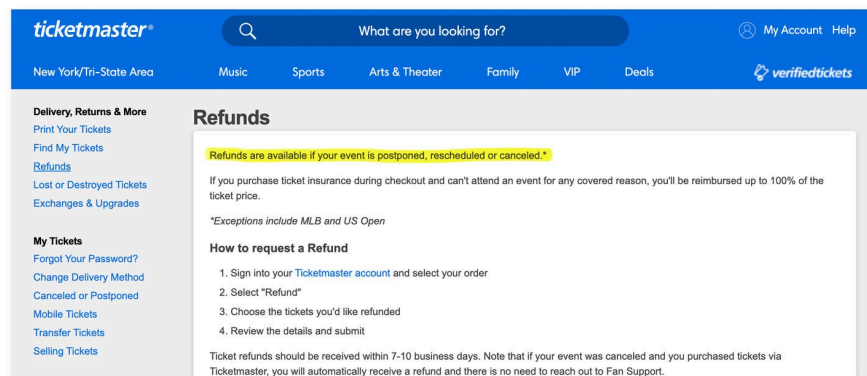
1 your purchase of any tickets or other products through the Site, including any refunds or
2 exchanges.”

3 19. Defendants’ Terms contain unconscionable provisions that purport to retain the
4 right to make changes to the Terms of Use by using language substantially similar to the
5 following: “We may make changes to these Terms at any time. Any changes we make will be
6 effective immediately when we post a revised version of these Terms on the Site. The ‘Last
7 Updated’ date above will tell you when these Terms were last revised. By continuing to use this
8 Site after that date, you agree to the changes.”

9 20. The Terms of Use purport to bind the user to the agreement with both of the
10 named Defendants. Thus, according to Defendants, the Terms of Use, Purchase Policy, and other
11 policies, rules, and guidelines provided on the Ticketmaster website are applicable to any
12 purchases of tickets from the Ticketmaster website.

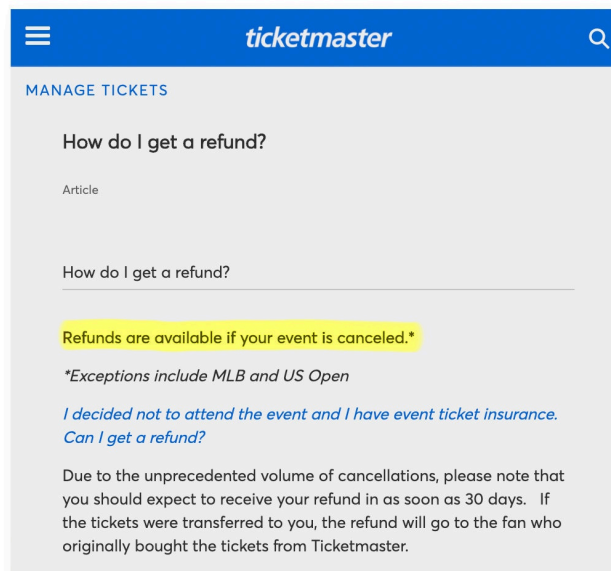
13 **Defendants’ Policies for Providing Refunds**

14 21. Some of the rules and guidelines applicable to the sale of tickets on the
15 Ticketmaster website are provided in Ticketmaster’s FAQ or “Fan Support” webpage. Until at
16 least March 13, 2020, Ticketmaster’s Fan Support webpage, which is available on its website,
17 stated that “Refunds are available if your event is postponed, rescheduled or canceled” as shown
18 in the screen capture below.



1
2 22. Largely because of this policy, Ticketmaster's users have been willing to pay
3 premium prices for tickets and substantial fees directly to Ticketmaster. A major component of
4 Ticketmaster's value is that refunds would be available for postponed or rescheduled events.
5 Customers that purchased tickets prior to March 13, 2020, including Plaintiff, relied upon this
6 representation at the time that they purchased tickets from Ticketmaster. This statement was a
7 material term of the purchase contracts.

8 23. As of March 14, 2020, Defendants retroactively changed their refund policies so
9 that visitors to the same webpage were redirected to a new page that said only that refunds were
10 available for cancellations, as shown in the screenshot below:



24 24. In other words, Defendants now identifies cancellation as the only basis for getting
25 a refund. Refunds are no longer being offered for postponed shows, which are currently
26 postponed indefinitely, or for rescheduled shows, even if ticket holders can't make the new date.
27 Ticketmaster's policy now states that "If the event was moved, postponed, or rescheduled, the
28 [promoter or venue] may set refund limitations." For shows that are postponed indefinitely,

1 purchasers cannot resell the tickets because it is currently impossible to tell if, or when, the events
2 will be rescheduled.

3 25. Joe Berchtold, the president of Live Nation, the company that owns Ticketmaster,
4 said in a recent interview with CNBC “about 90%” of Ticketmaster’s events are postponed.
5 (Phillip Trapp, “Here’s Why Ticketmaster Won’t Give You a Refund for a Postponed Concert,”
6 dated April 16, 2020, available at [https://loudwire.com/ticketmaster-concert-refunds-live-nation-](https://loudwire.com/ticketmaster-concert-refunds-live-nation-responds/)
7 [responds/](https://loudwire.com/ticketmaster-concert-refunds-live-nation-responds/) (last accessed on April 17, 2020) (“Trapp”).) Around 30,000 events have already been
8 postponed as a result of the coronavirus outbreak. By some estimates, consumers have spent more
9 than \$1 billion on tickets to disrupted events.

10 26. Mr. Berchtold echoed recent projections that estimate that fall 2021 is the *earliest*
11 that most major shows will start hitting stages again. (Trapp.)

12 27. On or about March 15, 2020, Ticketmaster sent users an email to customers who
13 had purchased tickets for future events that stated: “We are working with the event organizer to
14 identify new dates (for events that are postponed), and we will contact you as soon as we have
15 confirmation. For rescheduled events, that information will be listed on our website by your
16 event. If your event's organizer is offering refunds for a postponed or rescheduled event, this
17 option (a refund link) will be visible under the order in your Ticketmaster account.”

18 **PLAINTIFF’S EXPERIENCE**

19 28. Plaintiff Hansen created a Ticketmaster account prior to 2011.

20 29. On or about February 12, 2020, Plaintiff purchased two tickets to two separate
21 Rage Against the Machine (“RATM”) concerts to take place in Oakland, California. With fees
22 and costs, the four RATM tickets cost Plaintiff approximately \$590. The RATM concerts were
23 scheduled to take place on April 21 and 23. Live Nation was the promoter of both the RATM
24 concerts.

25 30. On or around March 15, Ticketmaster informed Plaintiff that, due to the coronavi-
26 rus outbreak, both RATM concerts would be indefinitely “postponed.” Ticketmaster, however,
27 would not refund the total amount Plaintiff paid for the RATM concert tickets.
28

- 1 b. Whether Defendants' failure to issue promised refunds constitutes unjust
- 2 enrichment, a breach of contract, and/or conversion;
- 3 c. Whether Defendants' conduct is violate the CLRA;
- 4 d. Whether Defendants' conduct is unlawful, unfair, or fraudulent in violation of the
- 5 Unfair Competition Law, California Business and Professions Code §17200, *et*
- 6 *seq.*;
- 7 e. Whether Defendants' conduct constitutes untrue or misleading statements within
- 8 the meaning of California Business and Professions Code § 17500, *et seq.*;
- 9 f. The amount of profits and revenues earned by Defendants as a result of the
- 10 misconduct;
- 11 g. Whether class members are entitled to restitution, injunctive and other equitable
- 12 relief and, if so, what is the nature (and amount) of such relief; and
- 13 h. Whether class members are entitled to payment of actual, incidental,
- 14 consequential, exemplary and/or statutory damages plus interest thereon, and if so,
- 15 what is the nature of such relief.

16 36. Typicality: Plaintiff's claims are typical of the claims of other members of the
17 Class because, among other things, all such claims arise out of the same wrongful course of
18 conduct in which the Defendants engaged in violation of law as described herein. Further, the
19 damages of each member of the Class were caused directly by Defendants' wrongful conduct in
20 violation of the law as alleged herein. Plaintiff and the Classes have suffered injury in fact as a
21 result of Defendants' false representations. Plaintiff and the Classes each purchased a ticket to an
22 event originally scheduled to take place after March 20, 2020 that was postponed or rescheduled
23 and for which Defendants refuse to provide a refund. Plaintiff and the Class Members would not
24 have purchased the event tickets if they had known that they would have the option to receive a
25 refund if the event were postponed or rescheduled.

26 37. Adequacy of Representation: Plaintiff will fairly and adequately protect the
27 interests of all class members because it is in their best interests to prosecute the claims alleged
28 herein to obtain full compensation due to them for the unfair and illegal conduct of which they

1 complain. Plaintiff also has no interests that are in conflict with, or antagonistic to, the interests of
2 class members. Plaintiff has retained highly competent and experienced class action attorneys to
3 represent her interests and that of the classes. By prevailing on his own claims, Plaintiff will
4 establish Defendants' liability to all class members. Plaintiff and his counsel have the necessary
5 financial resources to adequately and vigorously litigate this class action, and Plaintiff and
6 counsel are aware of their fiduciary responsibilities to the class members and are determined to
7 diligently discharge those duties by vigorously seeking the maximum possible recovery for class
8 members.

9 38. Superiority: There is no plain, speedy, or adequate remedy other than by
10 maintenance of this class action. The prosecution of individual remedies by members of the
11 classes will tend to establish inconsistent standards of conduct for Defendants and result in the
12 impairment of class members' rights and the disposition of their interests through actions to
13 which they were not parties. Class action treatment will permit a large number of similarly
14 situated persons to prosecute their common claims in a single forum simultaneously, efficiently,
15 and without the unnecessary duplication of effort and expense that numerous individual actions
16 would engender. Furthermore, as the damages suffered by each individual member of the class
17 may be relatively small, the expenses and burden of individual litigation would make it difficult
18 or impossible for individual members of the class to redress the wrongs done to them, while an
19 important public interest will be served by addressing the matter as a class action.

20 39. Plaintiff is unaware of any difficulties that are likely to be encountered in the
21 management of this action that would preclude its maintenance as a class action.

22 **CAUSES OF ACTION**

23 **PLAINTIFF'S FIRST CAUSE OF ACTION**
24 **(Breach of Contract)**

25 40. Plaintiff realleges and incorporates the paragraphs of this Class Action Complaint
26 as if set forth herein.

27 41. A contract was formed between Plaintiff and Class members on the one hand and
28 Defendants on the other with respect to purchases made on Defendants' Website.

42. The contract that governs the transactions at issue in this case includes the Terms

1 of Use and policies, including the Purchase Policy and Fan Support webpage that were operative
2 as of the date of Plaintiff and the Class Members' purchases.

3 43. Plaintiff and the Class performed their obligations under the contract.

4 44. Defendants breached the contract when they ceased providing refunds to
5 postponed and rescheduled events as required under its policies.

6 45. Defendants' breaches were willful and not the result of mistake or inadvertence.

7 46. As a result of Defendants' breach of the contract, Plaintiff and other Class
8 members have been damaged in an amount to be determined at trial.

9 47. Plaintiff and Class Members seek, pursuant to Civil Code § 1689(b), to rescind the
10 agreements and contracts relative to the event tickets on the following grounds: "(3) If the
11 consideration for the obligation of the rescinding party becomes entirely void from any cause; . . .
12 (4) If the consideration for the obligation of the rescinding party, before it is rendered to him, fails
13 in a material respect from any cause; . . . (6) If the public interest will be prejudiced by permitting
14 the contract to stand;" and other causes and grounds according to proof.

15
16 **PLAINTIFF'S SECOND CAUSE OF ACTION**
(Conversion)

17 48. Plaintiff realleges and incorporates the paragraphs of this Class Action Complaint
18 as if set forth herein.

19 49. From the moment of postponement and/or rescheduling of the live events to which
20 Plaintiff and the Class purchased tickets, Plaintiff and the Class owned and had a right to possess
21 funds in the amount that they paid for tickets to events that were cancelled.

22 50. Defendants intentionally and substantially interfered with property belonging to
23 Plaintiff and the Class by taking possession of it, refusing to refund it to Plaintiff, preventing
24 Plaintiff and the Class from having access to it, and/or refusing to return it to Plaintiff after a
25 demand was made for its return.

26 51. Plaintiff and the Class did not consent to Defendants' conduct in withholding their
27 funds.

28 52. Plaintiff and the Class were harmed by Defendants' conduct.

1 53. The conduct of each Defendant was a substantial factor in causing this harm to
2 Plaintiff and the Class.

3 54. As a result of Defendants' conduct, Plaintiff and other Class members have been
4 damaged in an amount to be determined at trial.

5
6 **PLAINTIFF'S THIRD CAUSE OF ACTION**
(Unjust Enrichment)

7 55. Plaintiff realleges and incorporates the paragraphs of this Class Action Complaint
8 as if set forth herein.

9 56. Plaintiff and members of the Class conferred benefits on Defendants by paying,
10 and being charged, ticket fees events that have been postponed or rescheduled.

11 57. Defendants have knowledge of such benefits. Defendants have been unjustly
12 enriched in retaining the revenues derived from Plaintiff and Class members' ticket fees.

13 Retention of those moneys under these circumstances is unjust and inequitable because
14 Defendants are retaining their customers full ticket fees despite postponing or rescheduling the
15 events. These misrepresentations and charges caused injuries to Plaintiff and members of the
16 Class because they would not have paid Defendants' ticket fees had the true facts been known.

17 58. Because Defendants' retention of the non-gratuitous benefits conferred on them by
18 Plaintiff and members of the Class is unjust and inequitable, Defendants must pay restitution to
19 Plaintiff and members of the Class for their unjust enrichment.

20 **PLAINTIFF'S FOURTH CAUSE OF ACTION**
21 **(Violation of the Consumers Legal Remedies Act (the "CLRA"), California Civil Code §**
1750, et seq.)

22 59. Plaintiff realleges and incorporates the paragraphs of this Class Action Complaint
23 as if set forth herein.

24 60. Defendants' actions, representations and conduct have violated, and continue to
25 violate the CLRA, because they extend to transactions that are intended to result, or which have
26 resulted, in the sale of services to consumers.

27 61. Plaintiff and other class members are "consumers" as that term is defined by the
28 CLRA in California Civil Code § 1761(d).

1 62. The event tickets that Plaintiff and Class Members from Ticketmaster are a “good”
2 and/or “service” within the meaning of Cal. Civ. Code § 1761(a), (b).

3 63. The practices described herein, specifically Defendants’ acts and practices
4 described herein were intended to result in the sale of event tickets to the consuming public and
5 have violated, and continue to violate, § 1770(a)(2), § 1770(a)(5), § 1770(a)(7), § 1770(a)(9),
6 § 1770(a)(14), § 1770(a)(16), and § 1770(a)(19) of the CLRA. In violation of California Civil
7 Code §1770(a)(2), Defendants’ acts and practices constitute improper representations regarding
8 the source, sponsorship, approval, or certification of the services they sold. In violation of
9 California Civil Code §1770(a)(5), Defendants’ acts and practices constitute improper
10 representations that the services they sell have sponsorship, approval, characteristics, ingredients,
11 uses, benefits, or quantities, which they do not have, e.g., that the event tickets would be
12 refundable if the event was postponed or rescheduled. In violation of California Civil Code
13 §1770(a)(7), Defendants’ acts and practices constitute improper representations that the services
14 it sells are of a particular standard, quality, or grade, when they are of another. In violation of
15 California Civil Code §1770(a)(9), Defendants advertised services with intent not to sell them as
16 advertised. In violation of Cal. Civ. Code § 1770(a)(14), Defendants represented that a transaction
17 involved rights, remedies, and/or obligations, which it does not have or involve. In violation of
18 Cal. Civ. Code § 1770(a)(16), Defendants represented that the subject of a transaction has been
19 supplied in accordance with a previous representation (that refunds would be available) when it
20 was not. Finally, in violation of Cal. Civ. Code § 1770(a)(16), Defendants represented “that a
21 transaction confers or involves rights, remedies, or obligations that it does not have or involve, or
22 that are prohibited by law” and including unconscionable provisions in the Terms of Use.

23 64. Plaintiff requests that this Court enjoin Defendants from continuing to employ the
24 unlawful methods, acts and practices alleged herein pursuant to California Civil Code
25 § 1780(a)(2). Plaintiff further demands judgment against Defendants under the CLRA for
26 injunctive relief that prevents further inclusion of unconscionable provisions in the Defendants’
27 Terms of Use. If Defendants are not restrained from engaging in these types of practices in the
28 future, Plaintiff and the Class Members will continue to suffer harm.

1 65. **CIVIL CODE § 1782 NOTICE**. Plaintiff notices and demands that within thirty
2 (30) days from that date of the filing of this Complaint that Defendants correct, repair, replace or
3 otherwise rectify the unlawful, unfair, false and or deceptive practices complained of herein.

4 66. Should the violations herein alleged not be corrected, repaired, replace or rectified
5 as required by Civil Code § 1782 within 30 days with respect to all Class Members, Plaintiff will
6 seek to amend this Class Action Complaint to seek, on behalf of each Class Member, actual
7 damages of at least \$1000, punitive damages, an award of \$5000 for each Class Member who is a
8 disabled person or senior citizen, and restitution of any ill-gotten gains due to Defendants' acts
9 and practices.

10 67. Plaintiff also requests that this Court award him costs and reasonable attorneys'
11 fees pursuant to California Civil Code § 1780(d).

12 **PLAINTIFF'S FIFTH CAUSE OF ACTION**
13 **(False Advertising, Business and Professions Code § 17500, *et seq.* ("FAL"))**

14 68. Plaintiff realleges and incorporates by reference the paragraphs of this Class
15 Action Complaint as if set forth herein.

16 69. Beginning at an exact date unknown to Plaintiff, but within three (3) years
17 preceding the filing of the Class Action Complaint, Defendants made untrue, false, deceptive
18 and/or misleading statements in connection with the advertising, marketing, and sale of event
19 tickets.

20 70. Defendants made representations and statements (by omission and commission)
21 that led reasonable customers to believe that they could receive refunds for the purchase price of
22 tickets paid for events that were postponed or rescheduled because Defendants changed their
23 policies to allow Ticketmaster to continue to retain the full price of customers' tickets to events
24 that were postponed or rescheduled.

25 71. Plaintiff and the Class Members relied to their detriment on Defendants' false,
26 misleading and deceptive advertising and marketing practices, including each of the
27 misrepresentations and omissions set forth above. Had Plaintiff and those similarly situated been
28 adequately informed and not intentionally deceived by Defendants, he would have acted
differently by, without limitation, refraining from using or purchasing event tickets.

1 72. Defendants' acts and omissions are likely to deceive the general public.

2 73. Defendants engaged in these false, misleading and deceptive advertising and
3 marketing practices to increase its profits. Accordingly, Defendants have engaged in false
4 advertising, as defined and prohibited by section 17500, *et seq.* of the California Business and
5 Professions Code.

6 74. The aforementioned practices, which Defendants used, and continue to use, to its
7 significant financial gain, also constitutes unlawful competition and provides an unlawful
8 advantage over Defendants' competitors as well as injury to the general public.

9 75. As a direct and proximate result of such actions, Plaintiff and the Class Members
10 have suffered, and continue to suffer, injury in fact and have lost money and/or property as a
11 result of such false, deceptive and misleading advertising in an amount which will be proven at
12 trial, but which is in excess of the jurisdictional minimum of this Court. In particular, Plaintiff
13 and Class Members lost money or property as a result of Defendants' UCL violations because: (a)
14 they would not have purchased or paid for Defendants' event tickets absent Defendants'
15 representations and omission of a warning that it would retain members' ticket fees if the events
16 were postponed or rescheduled; (b) they would not have purchased tickets on the same terms
17 absent Defendants' representations and omissions; (c) they paid a price premium for Defendants'
18 tickets based on Defendants' misrepresentations and omissions; and/or (d) Defendants' tickets did
19 not have the characteristics, benefits, or quantities as promised.

20 76. Plaintiff seeks, on behalf of himself and the Class Members, full restitution of
21 monies, as necessary and according to proof, to restore any and all monies acquired by
22 Defendants from Plaintiff, the general public, or those similarly situated by means of the false,
23 misleading and deceptive advertising and marketing practices complained of herein, plus interest
24 thereon.

25 77. Plaintiff seeks, on behalf of himself and the Class Members, a declaration that the
26 above-described practices constitute false, misleading and deceptive advertising.

27 78. Plaintiff seeks, on behalf of himself and the Class Members, an injunction to
28 prohibit Defendants from continuing to engage in the false, misleading and deceptive advertising

1 and marketing practices complained of herein. Such misconduct by Defendants, unless and until
2 enjoined and restrained by order of this Court, will continue to cause injury in fact to the general
3 public and the loss of money and property in that Defendants will continue to violate the laws of
4 California, unless specifically ordered to comply with the same. This expectation of future
5 violations will require current and future consumers to repeatedly and continuously seek legal
6 redress in order to recover monies paid to Defendants to which it is not entitled. Plaintiff, those
7 similarly situated and/or other consumers nationwide have no other adequate remedy at law to
8 ensure future compliance with the California Business and Professions Code alleged to have been
9 violated herein.

10 **PLAINTIFF'S SIXTH CAUSE OF ACTION**
11 **(Common Law Fraud, Deceit and/or Misrepresentation)**

12 79. Plaintiff realleges and incorporates by reference the paragraphs of this Class
13 Action Complaint as if set forth herein.

14 80. Defendants have fraudulently and deceptively informed Plaintiff and the Class
15 Members that they could receive refunds for the purchase price paid for of tickets to events that
16 were postponed or rescheduled because Defendants retroactively changed the Defendants'
17 policies to allow Ticketmaster to continue to retain the full price of customers' tickets to events
18 that were postponed or rescheduled. Further, Defendants failed to disclose that it would refuse to
19 provide refunds to events that were postponed or rescheduled.

20 81. These misrepresentations and omissions were known exclusively to, and actively
21 concealed by, Defendants, not reasonably known to Plaintiff, and material at the time they were
22 made. Defendants' misrepresentations and omissions concerned material facts that were essential
23 to the analysis undertaken by Plaintiff as to whether to purchase event tickets. In misleading
24 Plaintiff and not so informing Plaintiff, Defendants breached their duty to him. Defendants also
25 gained financially from, and as a result of, their breach.

26 82. Plaintiff and the Class Members relied to their detriment on Defendants'
27 misrepresentations and fraudulent omissions. Had Plaintiff and those similarly situated been
28 adequately informed and not intentionally deceived by Defendants, they would have acted
differently by, without limitation: (i) declining to purchase the event tickets, (ii) purchasing fewer

1 event tickets, or (iii) paying less for the event tickets.

2 83. By and through such fraud, deceit, misrepresentations and/or omissions,
3 Defendants intended to induce Plaintiff and those similarly situated to alter their position to their
4 detriment. Specifically, Defendants fraudulently and deceptively induced Plaintiff and those
5 similarly situated to, without limitation, purchase the event tickets.

6 84. Plaintiff and those similarly situated justifiably and reasonably relied on
7 Defendants' misrepresentations and omissions, and, accordingly, were damaged by Defendants.

8 85. As a direct and proximate result of Defendants' misrepresentations and/or
9 omissions, Plaintiff and those similarly situated have suffered damages, including, without
10 limitation, the amount they paid for the event tickets.

11 86. Defendants' conduct as described herein was wilful and malicious and was
12 designed to maximize Defendants' profits even though Defendants knew that it would cause loss
13 and harm to Plaintiff and those similarly situated.

14 **PLAINTIFF'S SEVENTH CAUSE OF ACTION**
15 **(Unlawful, unfair, and fraudulent trade practices violation of Business and Professions**
16 **Code § 17200, *et seq.*)**

17 87. Plaintiff realleges and incorporates by reference the paragraphs of this Class
18 Action Complaint as if set forth herein.

19 88. Within four (4) years preceding the filing of this lawsuit, and at all times
20 mentioned herein, Defendants have engaged, and continue to engage, in unlawful, unfair, and
21 fraudulent trade practices in California by engaging in the unlawful, unfair, and fraudulent
22 business practices outlined in this complaint.

23 89. In particular, Defendants have engaged, and continues to engage, in unlawful
24 practices by, without limitation (i) violating the CLRA as described herein; (ii) violating the FAL
25 as described herein; (iii) a breach of the contract between Plaintiff and Class members on the one
26 hand and Defendants on the other; (iv) conversion; and (v) unjust enrichment.

27 90. In particular, Defendants have engaged, and continue to engage, in unfair and
28 fraudulent practices by, without limitation, the following: (i) misrepresenting that the purchase
price for tickets to events that were rescheduled or postponed would be refunded; and (ii) failing

1 to disclose that Defendants would change its policies to prevent customers from obtaining refunds
2 of the purchase price paid for tickets to events that were rescheduled or postponed.

3 91. Plaintiff and those similarly situated relied to their detriment on Defendants'
4 unlawful, unfair, and fraudulent business practices. Had Plaintiff and those similarly situated been
5 adequately informed and not deceived by Defendants, they would have acted differently by,
6 declining to purchase event tickets from Ticketmaster.

7 92. Defendants' acts and omissions are likely to deceive the general public.

8 93. Defendants engaged in these deceptive and unlawful practices to increase their
9 profits. Accordingly, Defendants have engaged in unlawful trade practices, as defined and
10 prohibited by section 17200, *et seq.* of the California Business and Professions Code.

11 94. The aforementioned practices, which Defendants have used to their significant
12 financial gain, also constitute unlawful competition and provide an unlawful advantage over
13 Defendants' competitors as well as injury to the general public.

14 95. As a direct and proximate result of such actions, Plaintiff and the other class
15 members, have suffered and continue to suffer injury in fact and have lost money and/or property
16 as a result of such deceptive and/or unlawful trade practices and unfair competition in an amount
17 which will be proven at trial, but which is in excess of the jurisdictional minimum of this Court.
18 Among other things, Plaintiff and the class members lost the amount they paid for the event
19 tickets.

20 96. As a direct and proximate result of such actions, Defendants have enjoyed, and
21 continue to enjoy, significant financial gain in an amount which will be proven at trial, but which
22 is in excess of the jurisdictional minimum of this Court.

23 97. Plaintiff seeks, on behalf of himself and those similarly situated, full restitution of
24 monies, as necessary and according to proof, to restore any and all monies acquired by
25 Defendants from Plaintiff, the general public, or those similarly situated by means of the
26 deceptive and/or unlawful trade practices complained of herein, plus interest thereon.

27 98. Plaintiff seeks, on behalf of those similarly situated, a declaration that the above-
28 described trade practices are fraudulent, unfair, and/or unlawful.

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- G. An order requiring Defendants to pay both pre- and post-judgment interest on any amounts awarded;
- H. For reasonable attorney’s fees and the costs of suit incurred; and
- I. For such further relief as this Court may deem just and proper.

JURY TRIAL DEMANDED

Plaintiff hereby demands a trial by jury.

Dated: April 17, 2020

GUTRIDE SAFIER LLP

/s/ Seth A. Safier/s/
Adam J. Gutride, Esq.
Seth A. Safier, Esq.
Marie McCrary, Esq.
100 Pine Street, Suite 1250
San Francisco, CA 94111

Exhibit A

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EXHIBIT A

I, Derek Hansen, declare:

1. I am the Plaintiff in this action. If called upon to testify, I could and would competently testify to the matters contained herein based upon my personal knowledge.

2. I submit this Declaration pursuant to California Code of Civil Procedure section 2215.5 and California Civil Code section 1780(d).

3. I purchased the electronic tickets at issue in this litigation from the Ticketmaster website while in San Francisco or Foster City, California.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct. 17th

Executed this ___ day of April 2020, in San Francisco, California.

DocuSigned by:
Derek Hansen
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Derek Hansen